AWARD/CONTRACT 1. THIS CONTRACT IS A F UNDER DPAS (15 CFR					ORDE	R	RA	TING	UNRATED	PAGE 1	OF PAGES			
2. CONT	RACT (Proc. Inst. Ident.) NO.		DEI(DI)	10 110 011170	07			3. EFFECTIVE			JRCHASE F		OJECT NO.
		8-C-2046									4740001791			
5. ISSUE	ED BY	COD	. N(00014		6. /	ADMINI	ISTERED	BY (If other th	nan Iten	n 5) C	ODE	N628	80
Office of Naval Research (BD252) Mandy McCray (703) 696-2068 amanda.mccray@navy.mil 875 N. Randolph Street Arlington VA 22203-1995				CF 23 RC	HICA 30 S DOM	GO RE outh 380	DFFICE C EGIONAL Dearbor L 60604-	OFF:	ICE		90	CD-C		
7 NAME	AND A	DDRESS OF CONTRACTOR (No., stre	et country State an	d ZIP Cod	de)				8. DELIVER	Y				
			,,,,		/				Г ГОВ С	RIGIN	X	OTHER (Se	e below)	
Oshk	osh	HD, LLC									PROMPT PAYMENT		<u> </u>	
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		FOR USING OTHER THAN FULL AND	OPEN COMPETIT	ION:		14.	. ACCO	UNTING	AND APPROP	PRIATIC	ON DATA			
1	0 U.S.C	C. 2304 (c) (41 U.S.C. 3304 (a	a) ()						See Section	G		
15A. IT	EM NO	15	B. SUPPLIES/SER\	/ICES					15C. QUANTITY	15D. UNIT	15E. UNIT PRICE		15F. AMOL	JNT
		Continued						15G. T	OTAL AMOUN	T OF C	ONTRACT •			\$390,000.00
					16. TABL	E O	F CON	TENTS			,			
(X)	SEC.	DESCRIPTION			PAGE(S)		(X)	SEC.	DESCRIPTION	NC				PAGE(S)
	PART I -	THE SCHEDULE			1			PART II	- CONTRACT					
	A	SOLICITATION/CONTRACT FORM	FOOCTO		2		X	DA DT III	CONTRACT		SES NTS, EXHIBITS AND O	THED ATTA	CH	11
	B C	SUPPLIES OR SERVICES AND PRICE DESCRIPTION/SPECS./WORK STAT			3		Х	J	LIST OF ATT			INERALIA	icn.	16
X	D	PACKAGING AND MARKING			4						NS AND INSTRUCTION	IS		120
Х	Е	INSPECTION AND ACCEPTANCE			4			К	REPRESEN'	TATION	IS, CERTIFICATIONS A	ND		
X	F	DELIVERIES OR PERFORMANCE			5						ITS OF OFFERORS			
X	G H	CONTRACT ADMINISTRATION DATA			6 10			L M			AND NOTICES TO OF	FERORS		
		SPECIAL CONTRACT REQUIREMENT CONTRACTING OFFICER WILL COMP		LED-BID	I	ΓED	PROC				ORS FOR AWARD ID PROCUREMENT) AS	SAPPLICAL	BLE	<u> </u>
17. X		CTOR' S NEGOTIATED AGREEMENT	(Contractor is requir	ed to sign	this	_					r is not required to sign			on
document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by				Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when					,					
reference herein. (Attachments are listed herein.) 19A. NAME AND TITLE OF SIGNER (Type or print)				av	warding	a sealed	-bid contract.)							
19A. NA	ME AND	O TITLE OF SIGNER (Type or print)							ONTRACTING Bradley	OFFIC	ER			
19B. NA	ME OF	CONTRACTOR		19C. DA	TE SIGNED				TES OF AMER	RICA			20C. DATE	SIGNED
BY						ВУ	(b)	(6)					07/2	6/2018
(Signature of person authorized to sign)				(Sign	ature of t	he Contracting	Office)	•					

SECTION B - Supplies or Services/Prices

CLINs/SLINs (Base Plus Exercised Options)

Item Number	Description	Quantity	Unit	Unit Price	Amount
0001	The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C and provide a progress report, kickoff meeting briefing material, kickoff briefing material- public brief, and meeting minutes, in accordance with Exhibit A. Award Type: Firm-fixed-price Product/Service Code: AD92				100,000.00
000101	ACRN: AA (Qty:0 and Amt: \$100,000.00) Award Type: Firm-fixed-price		LO		
0002	The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C and provide a progress report in accordance with Exhibit A. Award Type: Firm-fixed-price Product/Service Code: AD92				100,000.00
000201	ACRN: AA (Qty:0 and Amt: \$100,000.00) Award Type: Firm-fixed-price		LO		
0003	The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C and provide a progress report and technology focus area overview material in accordance with Exhibit A. Award Type: Firm-fixed-price Product/Service Code: AD92				100,000.00
000301	ACRN: AA (Qty:0 and Amt: \$100,000.00) Award Type: Firm-fixed-price		LO		
0004	The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C and provide a progress report, in process review meeting briefing material in accordance with Exhibit A. Award Type: Firm-fixed-price Product/Service Code: AD92				35,000.00
000401	ACRN: AA		LO		

Item Number	Description	Quantity	Unit	Unit Price	Amount
	(Qty:0 and Amt: \$35,000.00) Award Type: Firm-fixed-price				
0005	The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C and provide a progress report in accordance with Exhibit A. Award Type: Firm-fixed-price Product/Service Code: AD92				35,000.00
000501	ACRN: AA (Qty:0 and Amt: \$35,000.00) Award Type: Firm-fixed-price		LO		
0006	The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C and provide a final technical report in accordance with Exhibit A. Award Type: Firm-fixed-price Product/Service Code: AD92				20,000.00
000601	ACRN: AA (Qty:0 and Amt: \$20,000.00) Award Type: Firm-fixed-price		LO		

The total amount of the base and exercised options is \$390,000.00.

The total potential amount for this action is \$390,000.00.

SECTION C - Description/Specifications

ONR- Statement of Work

The Contractor shall conduct the effort under CLIN(s) 0001-0006 in accordance with Attachment Number 1, Statement of Work, entitled "Statement of Work" and Exhibit A, Contract Data Requirements List.

ONR- Key Personnel

- (a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this instruction.
- (b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least 30 days in advance 45 days if security clearance must be obtained, of any proposed substitution and provide the information required by paragraph (c) below.

- (c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.
- (d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

Nader Nasr

ONR- Acknowledgement of Sponsorship

- (a) As used in DFARS 252.235-7010, 'Acknowledgement of Support and Disclaimer,' "material" also includes but is not limited to, news releases, letters to the editor, articles, abstracts, manuscripts, brochures, advertisements, photos, films, videos, slides, charts, graphs, drawings, speeches, trade association meetings, symposia, etc.
- (b) Nothing in the foregoing shall affect compliance with the requirements of the clauses of this contract entitled "Disclosure of Information" (252.204-7000) and "Security Requirements" (FAR 52.204-2 and Alternate I) if such clause is a part of the contract
- (c) The Contractor further agrees to include this provision in any subcontract awarded as a result of this contract.

SECTION D - Packaging and Marking

ONR- Packaging and Marking

Preservation, packaging, packing and marking of all deliverable contract line items shall conform to normal commercial packing standards to assure safe delivery at destination.

ONR- Report Preparation

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005 (R2010), entitled, "Scientific and Technical Reports - Preparation, Presentation and Preservation".

[NOTE: All National Information Standards Organization (NISO) American National Standards are available as free, downloadable pdf(s) at http://www.niso.org/standards/index.html.]

- (a) All scientific and technical reports delivered pursuant to the terms of this contract shall identify units of measurement in accordance with the International System of Units (SI) commonly referred to as the "Metric System". Conversion to U.S. customary units may also be given where additional clarity is deemed necessary. Guidance for application of the metric system is contained in the American Society of Testing Materials document entitled "Standard Practice for Use of the International System of Units (The Modernized Metric System)" (ASTM Designation E380-89A).
- (b) This provision also applies to journal article preprints, reprints, commercially published books or chapters of books, theses or dissertations submitted in lieu of a scientific and/or technical report.

SECTION E - Inspection and Acceptance

ONR- Award Inspection and Acceptance

Inspection and acceptance of the reports and/or other deliverables under this contract will be accomplished by the COR/Program Officer designated in Section F of this contract, who shall have thirty (30) days after contractual delivery for acceptance. If the contract includes a Not-Separately-Priced (NSP) CLIN(s) that is/are to be delivered before the current end date in the period of performance, the contractor shall use a receiving report in WAWF as a Material Inspection and Receiving Report in lieu of a DD Form 250 for each NSP CLIN due before the end of the current period. Otherwise, the receiving report required for the final report in Exhibit A can include the final report and any other NSP CLINs due at the same time.

SECTION F - Deliveries or Performance

ONR- Period of Performance

The effort performed under CLIN(s) 0001-0006 shall be conducted from 07/26/2018 through 01/15/2019.

CLIN(s)/SLIN(s) will be delivered as follows:

Item/Sub Number	Item Description	Delivery Code	Delivery Address	Period of Performance (if applicable)	Delivery No Later Than (if applicable)
	The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C and provide a progress report, kickoff meeting briefing material, kickoff b	N00014	Office of Naval Research Attn: Jeff Bradel 875 North Randolph Street Arlington VA 22203		08/17/2018
0002	The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C and provide a progress report in accordance with Exhibit A.	N00014	Office of Naval Research Attn: Jeff Bradel 875 North Randolph Street Arlington VA 22203		09/14/2018
0003	The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C and provide a progress report and technology focus area overview material i	N00014	Office of Naval Research Attn: Jeff Bradel 875 North Randolph Street Arlington VA 22203		10/12/2018
0004	The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C and provide a progress report, in process review meeting briefing material	N00014	Office of Naval Research Attn: Jeff Bradel 875 North Randolph Street Arlington VA 22203		11/09/2018
0005	as described in Section C and provide a progress report in accordance with Exhibit A.	N00014	Office of Naval Research Attn: Jeff Bradel 875 North Randolph Street Arlington VA 22203		12/07/2018
0006	The Contractor shall	N00014	Office of Naval		01/15/2019

Item/Sub Number	Item Description	Delivery Code	Delivery Address	Period of Performance (if applicable)	Delivery No Later Than (if applicable)
	furnish the necessary		Research		
	personnel and facilities to		Attn: Jeff Bradel		
	conduct the research effort		875 North Randolph		
	as described in Section C		Street		
	and provide a final		Arlington VA 22203		
	technical report in				
	accordance with Exhibit A.				

- 1) Any request for a period of performance extension shall be submitted in writing to the Contracting Officer and Contracting Officer Representative (COR)/Program Officer no later than thirty (30) days prior to the expiration of the contract to allow the Government time to consider, and if approved, process the request. Requests submitted less than thirty (30) prior to the expiration of the contract may be rejected and not processed by the Government.
- 2) The request shall include (a) Contract number, (b) Contract Line Item Number (CLIN) associated with the extension, (c) current expiration date of the CLIN associated with the extension, (d) revised date for which the extension is requested, (e) the rationale as to why the extension is required, (f) status of the remaining task(s) to be completed during the extension period, (g) plan of action for completing the effort, and (h) evidence of sufficient funding under the CLIN to ensure remaining task(s) may be completed during the extension.

ONR- Distribution of Invention Disclosures and Reports

The Contractor shall submit all invention disclosures and reports required by the Patent Rights clause of the contract to Office of Naval Research, Corporate Counsel (Code 00CC) with a copy to the Administrative Contracting Officer. The invention disclosures can either be mailed to Office of Naval Research, Department of the Navy, Corporate Counsel (Code 00CC), 875 North Randolph Street, Arlington, VA 22203-1995 or e-mailed to ONR.NCR.BDCC.list.invention.reports@navy.mil. The Corporate Counsel will provide a recommendation to the Administrative Contracting Officer. The Corporate Counsel will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

ONR- Place of Delivery

All deliverable items (e.g., prototypes and software stated in Section B, and reports and data listed in the DD1423) shall be F.O.B. Destination.

FAR 52.242-15 Stop-Work Order. (AUG 1989)

SECTION G - Contract Administration Data

ONR- Procuring Office Representative

In order to expedite administration of this contract, the Administrative Contracting Officer should direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Negotiator -- Contract Negotiator -- Mandy McCray, BD252, (P) 703-696-2068, Email: amanda.mccray@navy.mil

(If initial response to contract negotiator's email goes unanswered after 3 business days or the contractor knows the previous negotiator has left ONR, forward message to onr_Code252ProcurementTech@navy.mil,.)

Inspection and Acceptance – Jeff Bradel, Code 30, (P) (703)588-2552, Email: jeff.bradel@navy.mil

Security Matters - Ms. Torri Powell, ONR 43, (P) (703) 696 8177, Email: torri.powell@navy.mil

Patent Matters - Mr. John Forrest, ONR 00CC, (P) (703) 696-4000, Email: john.forrest@navy.mil

ONR- Contract Administration Delegation

In accordance with FAR 42.202, the contracting officer delegates all contract administration functions listed in FAR 42.302(a).

The Contractor is advised to direct all inquiries concerning administration of this contract to the Administrative Contracting Officer designated in Block 6 of the Standard Form 26 of this contract.

ONR- Award Distribution (JULY 2015)

In accordance with the requirements of FAR 4.201, distribution is made to the contractor, program office, administrative contracting office, payment office and audit office. See the following matrix to determine the specific distribution location, which is based upon the award form used:

Distribution:	SF 26	SF 30	SF 33	SF 1449	DD1155
Contractor	See Block 7	See Block 8	See Block 15A	See Block 17a	See Block 9
Program Office	See Block 11 or Section G	See Block 6	See Block 11 or Section G	See Block 15	See Block 14
Administrative Contracting Office	See Block 6	See Block 7	See Block 24	See Block 16	See Block 7
Payment Office	See Block 12	See Block 14	See Block 25	See Block 18a	See Block 15
Auditor	See Section G	See Section G	See Section G	See Section G	See Section G

ONR- Type of Award

This is a Firm-fixed-price type award.

ONR- Financial Accounting Data

ACRN	List of Item/Sub Number (LI#)	Line of Accounting (LOA)	Total Amount
AA	1000301 000401	1781319 W3TP 255 00014 0 050120 2D 000000 022226134619	\$390,000.00
Total Oblig	\$390,000.00		

ONR- Award Notification/Distribution

Office of Naval Research (ONR) award and modification documents are available via the Department of Defense (DoD) Electronic Document Access System (EDA) within the Wide Area WorkFlow e-Business Suite (https://wawf.eb.mil/).

EDA is a Web-based system that provides secure online access, storage and retrieval of awards and modifications to DoD employees and vendors (including contractors and recipients).

ONR creates an award notification profile for every award prior to the execution of the award using email addresses provided in the proposal or application. The notification profile will use the email address from the Business Point of Contact in the proposal to notify the recipient of an award.

If your organization needs to correct the EDA notification profile for an ONR award, please contact us at the following email address: ONR.NCR.BD024.list.HQ@navy.mil.

The following information should be provided:

- a. Email Subject: EDA Award Notification Change Request;
- b. ONR Award Number
- c. The new email address to be added to the EDA award notification profile.
- d. First name
- e. Last name
- f. Organization

IMPORTANT: In some cases, EDA notifications are appearing in recipients' Junk Email folder. If you are experiencing issues receiving EDA notifications, please check your junk email. If found, please mark EDA notifications as "not junk."

EDA inactivates user accounts for non-use after 90 days. Failure to use your account will result in inactivation. A password reset and EDA POC approval is required to reactivate accounts.

ONR- Payment Instructions

The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the table located at

https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/curernt/PGI204_71.htm#payment_instructions based on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort.

DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions. (MAY 2013)

(a) Definitions. As used in this clause-

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing*. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

- (c) WAWF access. To access WAWF, the Contractor shall-
 - (1) Have a designated electronic business point of contact in the System for Award Management at *https://www.acquisition.gov*; and
 - (2) Be registered to use WAWF at *https://wawf.eb.mil/* following the step-by-step procedures for self-registration available at this Web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.
- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
 - (1) Document type. The Contractor shall use the following document type(s).

Firm Fixed Price – Invoice and Receiving Report (Combo)

(2) *Inspection/acceptance location*. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Destination/Destination (D/D)

(3) *Document routing*. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00014
Admin DoDAAC	N62880
Inspect By DoDAAC	Not Applicable
Ship To Code	Firm Fixed Price – N00014
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	Firm Fixed Price – Not Applicable
Service Acceptor (DoDAAC)	Firm Fixed Price – N00014

Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	Firm Fixed Price – Not Applicable
Other DoDAAC(s)	Not Applicable

(Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Contractor must include the email address of the assigned COR referenced in the award when submitting invoices.

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

For WAWF Vendor support, please contact the WAWF Help Desk (disa.ogden.esd.mbx.cscassig@mail.mil; 801-605-7095); for Payment Issues, please contact the appropriate DFAS office (http://www.dfas.mil/contractorsvendors/dodaacsvc.html); for additional assistance,

please contact ONR.NCR.BD021.list.all@navy.mil.

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

SECTION H - Special Contract Requirements

ONR- Enterprise-Wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Office of Naval Research via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address www.ecmra.mil.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk at dod.ecmra.support.desk@mail.mil.

ONR- Technical Direction

- (a) Performance of the work hereunder is subject to the technical direction of the Program Officer/COR designated in this contract, or duly authorized representative. Technical direction includes the following:
- (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the statement of work;
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical direction must be within the general scope of work stated in the contract. Technical direction may not be used to:
- (1) Assign additional work under the contract;
- (2) Direct a change as defined in the contract clause entitled "Changes";
- (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
- (4) Change any of the terms, conditions or specifications of the contract.
- (c) The only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.
- (d) Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of the work statement which is not affected by the disputed technical direction.

SECTION I - Contract Clauses

Clauses Included by Reference

Clause Database	Clause Number	Clause Title
FAR	52.202-1	Definitions. (NOV 2013)
FAR	52.203-3	Gratuities. (APR 1984)
FAR	52.203-5	Covenant Against Contingent Fees. (MAY 2014)
FAR	52.203-6	Restrictions on Subcontractor Sales to the Government. (SEP 2006)
FAR	52.203-7	Anti-Kickback Procedures. (MAY 2014)
FAR	15 / /113=8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)

Clause Database	Clause Number	Clause Title
FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)
	1	Contractor Employee Whistleblower Rights and Requirement To Inform
FAR	52.203-17	Employees of Whistleblower Rights. (APR 2014)
FAR	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)
FAR	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)
FAR	52.204-13	System for Award Management Maintenance. (OCT 2016)
FAR	52.204-18	Commercial and Government Entity Code Maintenance. (JUL 2016)
FAR	52.204-19	Incorporation by Reference of Representations and Certifications. (DEC 2014)
FAR	52.204-21	Basic Safeguarding of Covered Contractor Information Systems. (JUN 2016)
FAR	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)
FAR	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)
FAR	52.215-2	Audit and Records - Negotiation. (OCT 2010)
FAR	52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)
FAR	52.219-8	Utilization of Small Business Concerns. (NOV 2016)
FAR	52.219-28	Post-Award Small Business Program Rerepresentation. (JUL 2013)
FAR	52.222-3	Convict Labor. (JUN 2003)
FAR	52.222-21	Prohibition of segregated facilities. (APR 2015)
FAR	52.222-26	Equal Opportunity. (SEP 2016)
FAR	52.222-37	Employment Reports on Veterans. (FEB 2016)
FAR	52.222-50	Combating Trafficking in Persons. (MAR 2015)
FAR	52.222-54	Employment Eligibility Verification. (OCT 2015)
FAR	52.223-6	Drug-Free Workplace. (MAY 2001)
FAR	52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving. (AUG 2011)
FAR	52.225-13	Restrictions on Certain Foreign Purchases. (JUN 2008)
FAR	52.227-1	Authorization and Consent. (DEC 2007)
FAR	52.227-1	Authorization and Consent. (DEC 2007) Alternate I (APR 1984)
FAR	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)
FAR	52.227-10	Filing of Patent Applications - Classified Subject Matter. (DEC 2007)
FAR	52.229-3	Federal, State, and Local Taxes. (FEB 2013)
FAR	52.232-9	Limitation on Withholding of Payments. (APR 1984)
FAR	52.232-17	Interest. (MAY 2014)
FAR	52.232-23	Assignment of Claims. (MAY 2014)
FAR	52.232-25	Prompt Payment. (JAN 2017)
FAR	52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)
FAR	52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)
FAR	52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)
FAR	52.233-1	Disputes. (MAY 2014)
FAR	52.233-3	Protest After Award. (AUG 1996)
FAR	52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
FAR	52.242-13	Bankruptcy. (JUL 1995)
FAR	52.243-1	Changes - Fixed-Price. (AUG 1987)
FAR	52.244-5	Competition in Subcontracting. (DEC 1996)
FAR	52.244-6	Subcontracts for Commercial Items. (NOV 2017)
FAR	52.249-2	Termination for Convenience of the Government (Fixed-Price). (APR 2012)
FAR	52.249-9	Default (Fixed-Price Research and Development). (APR 1984)
FAR	52.253-1	Computer Generated Forms. (JAN 1991)
DFARS	252.201-7000	Contracting officer's representative. (DEC 1991)
DFARS	252.203-7000	Requirements Relating to Compensation of Former DoD Officials. (SEP 2011)

Clause Database	Clause Number	Clause Title
DFARS	252.203-7001	Prohibition on persons convicted of fraud or other defense-contract-related felonies. (DEC 2008)
DFARS	252.203-7002	Requirement to Inform Employees of Whistleblower Rights. (SEP 2013)
DFARS	252.204-7000	Disclosure of information. (OCT 2016)
DFARS	252.204-7002	Payment for subline items not separately priced. (DEC 1991)
DFARS	252.204-7003	Control of government personnel work product. (APR 1992)
DFARS	252.204-7005	Oral attestation of security responsibilities. (NOV 2001)
DFARS	252.204-7006	Billing instructions. (OCT 2005)
DFARS	252.204-7012	Safeguarding covered defense information and cyber incident reporting. (OCT 2016)
DFARS	252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. (OCT 2015)
DFARS	252.223-7004	Drug-free work force. (SEP 1988)
DFARS	252.225-7012	Preference for certain domestic commodities. (DEC 2017)
DFARS	252.225-7048	Export-Controlled Items. (JUN 2013)
DFARS	252.227-7013	Rights in technical data-Noncommercial items. (FEB 2014)
DFARS	252.227-7014	Rights in noncommercial computer software and noncommercial computer software documentation. (FEB 2014)
DFARS	252.227-7016	Rights in bid or proposal information. (JAN 2011)
DFARS	252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (MAY 2013)
DFARS	252.227-7027	Deferred ordering of technical data or computer software. (APR 1988)
DFARS	252.227-7030	Technical data - withholding of payment. (MAR 2000)
DFARS	252.227-7037	Validation of restrictive markings on technical data. (SEP 2016)
DFARS	252.227-7038	Patent Rights - Ownership by the Contractor (Large Business). (JUN 2012)
DFARS	252.232-7003	Electronic submission of payment requests and receiving reports. (JUN 2012)
DFARS	252.232-7010	Levies on Contract Payments. (DEC 2006)
DFARS	252.242-7004	Material Management and Accounting System. (MAY 2011)
DFARS	252.242-7005	Contractor business systems. (FEB 2012)
DFARS	252.243-7001	Pricing of contract modifications. (DEC 1991)
DFARS	252.243-7002	Requests for equitable adjustment. (DEC 2012)
DFARS	252.246-7000	Material inspection and receiving report. (MAR 2008)
DFARS	252.247-7023	Transportation of supplies by sea. (APR 2014)

Clauses Included by Full Text

FAR 52.222-35 Equal Opportunity for Veterans. (OCT 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce

the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

FAR 52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

FAR 52.244-2 Subcontracts. (OCT 2010)

(a) Definitions. As used in this clause-

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-
 - (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
 - (2) Is fixed-price and exceeds-
 - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
 - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: []

- (e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
 - (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the type of subcontract to be used.
 - (iii) Identification of the proposed subcontractor.
 - (iv) The proposed subcontract price.
 - (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
 - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting-
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
 - (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-
 - (1) Of the acceptability of any subcontract terms or conditions;

- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: []

(End of clause)

FAR 52.252-4 Alterations in Contract. (APR 1984)

Portions of this contract are altered as follows: Revisions or supplements after issuance of the solicitation or contract award will occur via amendment or modification.

(End of clause)

FAR 52.252-6 Authorized Deviations in Clauses. (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of \$(DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of \$(DEVIATION)\$ after the name of the regulation.

(End of clause)

SECTION J - List of Documents, Exhibits and Other Attachments

Number	Title	Number of Pages
Exhibit A	Contract Data Requirements List	8
Enclosure Number 1 to Exhibit A	Instructions for Distribution	2
1	Statement of Work	3
2	Contracting Officer's Representative Appointment Letter	5

(9 Data Items)

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17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.

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Page 1 of 9 Page

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17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

(9 Data Items)

Form Approved OMB No. 0704-0188

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17. PRICE GROUP

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Form Approved OMB No. 0704-0188

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

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B. EXHIBIT

C. CATEGORY

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Page 7 of 9 Page

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

(9 Data Items)

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ENCLOSURE NUMBER 1 CONTRACT DATA REQUIREMENTS LIST INSTRUCTIONS FOR DISTRIBUTION

DISTRIBUTION OF PROGRESS REPORTS, which are NOT, Technical Reports

The minimum distribution for reports that are not technical reports is as follows:

		NUMBER	OF COPIES
ADDRESSEE	DODAAC CODE	UNCLASSIFIED / UNLIMITED	UNCLASSIFIED/ LIMITED AND CLASSIFIED
Program Officer: Jeff Bradel ONR Code 30 E-Mail: jeff.bradel@navy.mil Office of Naval Research 875 North Randolph St. Arlington, VA 22203-1995	N00014	1	1
Administrative Contracting Officer* (https://pubapp.dcma.mil/CASD/CasdSearch.do)	N62880	1	1

^{*}Send only a copy of the transmittal letter to the Administrative Contracting Officer; do not send actual reports to the Administrative Contracting Officer.

DISTRIBUTION OF TECHNICAL REPORTS AND FINAL REPORT (A SF 298 must accompany the final report)

		NUMBER (OF COPIES
ADDRESSEE	DODAAC CODE	UNCLASSIFIED / UNLIMITED	UNCLASSIFIED /LIMITED AND CLASSIFIED
Program Officer: Jeff Bradel ONR Code 30	N00014	1	1
E-Mail: jeff.bradel@navy.mil			
Administrative Contracting Officer* (https://pubapp.dcma.mil/CASD/Casd	N62880	1	1
Search.do) Director, Naval Research Lab Attn: Code 5596	N00173	1	1
4555 Overlook Avenue, SW Washington, D.C. 20375-5320 E-mail: reports@library.nrl.navy.mil			
Defense Technical Information Center 8725 John J. Kingman Road ATTN: DTIC-C Ft. Belvoir, VA 22060-6218	HJ4701	1	1

	NUMBER OF COPIES
To submit reports electronically, go to the Submit home page of the DTIC Enterprise Contract Management System (ECMS): http://www.dtic.mil/dtic/submit/submit.html	
E-mail (public release pdf documents only): dtic.belvoir.ecm.mbx.tr@mail.mil	
Classified documents should be emailed to tr@dtic.smil.mil or sent via surface mail to DTIC at the above address. Submittals must be in accordance with all classified material handling procedures.	

^{*} Send only a copy of the transmittal letter to the Administrative Contracting Officer; do not send actual reports to the Administrative Contracting Officer.

ELECTRONIC SUBMISSIONS OF TECHNICAL REPORTS TO THE ENTERPRISE CONTRACT MANAGEMENT SYSTEM (ECMS) IS PREFERRED AND ENCOURAGED. HOWEVER, PLEASE NOTE THE FOLLOWING:

- Only Unlimited/Unclassified document copies should be submitted by e-mail.
- Unclassified/Limited has restricted distribution and a classified document (whether in its entirety or partially) must be distributed in accordance with classified material handling procedures.
- Electronic submission to DIRECTOR, NAVAL RESEARCH LAB, shall be unclassified/unlimited reports and 30 pages or less. If unclassified and more than 30 pages, hardcopies of reports must be mailed.
- Electronic submission to DTIC shall be unclassified/unlimited reports. If submission is for limited documents please send them in on a disk or sign up for DTIC's web-based document submission system at http://www.dtic.mil/dtic/submit/submit.html. DTIC prefers PDF/A files; however, other versions of PDF files will also be accepted. NOTE: DTIC can no longer accept the following file types via email: password protected, zipped or compressed files, file with the extensions: *.vbs, *.cmd, *.exe, *.bat, *.com, *.mp3, *.eml and *.dll.

Note: If the Program Officer directs, the Contractor shall make additional distribution of technical reports in accordance with a supplemental distribution list provided by the Program Officer.

Statement of Work Template

It is anticipated that the proposed SOW will be incorporated as an attachment to the resultant award instrument. The SOW, without restrictive markings, is your company's affirmation that the SOW is non-proprietary and releasable in response to Freedom of Information Act (FOIA) requests.

At a minimum, the format and content of the Statement of Work should contain the following information. If options are included, separate sections should be included to address what work will occur in the base and each option period.

TITLE OF PROGRAM/SERVICES AND/OR SUPPLIES

1.0 <u>Scope</u>. This section should describe, in general terms, the work effort that will be performed by the contractor.

In support of the ONR's FNC BAA Research Area 2 (RA2) of the Armored Reconnaissance Vehicle (ARV) Science and Technology (S&T) effort, Oshkosh shall conduct a thorough analysis and comprehensive review of vehicle technologies, for the "Base" variant and explore the design space and trade-offs associated with the United States Marine Corps (USMC) next generation ARV for future implementation of these solutions into a technology demonstrator.

The six-month Base Phase study will encompass the ARV's Core Capabilities, (Tier 1 Key Performance Parameters (T1 KPPs) of Land/Water Mobility, Transportability, Protection (active and passive), and Growth — a 25 percent growth margin without performance degradation. The ARV's Enabling Capabilities (T2 KPPs), of Lethality, Communication, Manned/Unmanned Teaming (MUM-T), and Sensing will be considered as well. During our analysis we will take into consideration that the Base variant's cost, weight, size, and Initial Operating Capability (IOC) are constrained by Government specifications.

During our full-system concept study, Oshkosh will optimize the high-level vehicle architecture of the Base variant. This architecture will enable Oshkosh to perform physics-based Modeling and Simulation (M&S) to predict performance capabilities and support the future design, fabrication, build, and integration of the technology demonstrator.

The Base variant will feature advanced technologies and capabilities that push the current state-of-the-art given the constraints of size, weight, timeframe, and price point. Oshkosh will use both new innovative solutions and modified Commercial-Off-the-Shelf (COTS) components for many of the major systems and COTS components and materials for the integration aspects of the vehicle. Detailed design, procurement, and build of the technology demonstrator will align with a typical integration and assembly for a TRL 6. This variant will present an operational system capable of enduring durability testing in a relevant environment.

2.0 Requirements. This section must describe each task(s) the contractor shall perform using complete sentences, active voice, and mandatory terms ("the contractor shall"). The task(s) shall be arranged systematically and logically so that both parties (contractor and government) understand the desired effort. All task(s) must be listed in chronological order. The task(s) must be explained in clear and understandable terms. Include any industry specific standards that need to be adhered to in fulfilling the SOW.

(NOTE: Numbering of tasks shall be as follows 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, etc.)

RA2 Base Period: Full System Concept Study

- 1. Kick-off Meeting
 - 1.1. The contractor shall attend the program kick-off meeting.
 - 1.2. The contractor shall provide briefing materials for the kick-off meeting in contractor format.

2. Meeting Minutes

2.1. The contractor shall summarize the meeting discussions and decisions and capture any action items in contractor format.

3. Monthly Progress Reports

3.1. The contractor shall provide monthly progress reports in contractor format detailing technical work completed, accomplishments, and planned work for next reporting period. A financial summary will also be included.

4. Full System Concept Studies

- 4.1. The contractor shall conduct a concept study that will include a revolutionary "Base Variant" as identified in RA2 Base Period.
 - 4.1.1. The contractor shall work with subcontractor Ricardo Defense Systems, LLC, to perform the full system concept study.
 - 4.1.1.1. The contractor shall base all concepts on an analytical and systems-based approach that explores the various potential subsystems and technologies, and trades potential capability gains against the impact to the platform and other subsystems.
 - 4.1.1.2. The contractor shall use M&S and analytical tools to the maximum extent possible when assessing trades between platform subsystems and overall predicted performance/capabilities.
 - 4.1.1.3. The contractor shall provide illustrations of concept platforms and subsystems.
 - 4.1.2. The contractor shall consider the following inputs into the concept study:
 - 4.1.2.1. Tier 1-5 Attributes and mission profile and operational environment performance as defined by ONR's ARV Attributes and Operational Modes Summary / Mission Profile documents.
 - 4.1.2.2. ONR RA1 technologies as available
 - 4.1.2.3. Contractor and subcontractors' technologies
 - 4.1.2.4. A \$6.0M AUMC with a projected Initial Operating Capability (IOC) in 2027.

- 5. In Process Review
 - 5.1. The contractor shall provide a briefing package detailing technical work completed to date, and an overview of the remaining planned work.
- 6. Final Technical Review and Report
 - 6.1. The contractor shall provide a Final Technical Review presentation in contractor format 15-30 days prior to end of contract.
 - 6.2 The contractor shall provide a Final Technical Report in contractor format at end of contract.
- 3.0 <u>Deliverables</u>. Deliverable product(s) could consist of, but not limited to, monthly or quarterly progress report (technical and financial), final report, software (executable, source, or operational code), and hardware (contractor acquired property, government furnished property, prototypes). In this section all of the deliverable items should be defined.

RA2 Base Period: Full System Concept Study

- 1. Kick-off Meeting briefing materials
- 2. Meeting minutes
- 3. Monthly Progress Reports (Technical and Financial)
- 4. Full system concept study
- 5. In Process Review
- 6. Final Technical Review and Report

CONTRACTING OFFICER'S REPRESENTATIVE DESIGNATION LETTER

5 July 2018

From: Brian Bradley To: Jeff Bradel

Subj: Designation as Contracting Officer's Representative

COR)

Ref: (a) FAR 1.602

(b) DFARS 201.602-2

(c) DFARS PGI 201.602-2

(d) ONRINST 4205.2D

1. Pursuant to references (a) through (d), you are hereby designated as the Contracting Officer's Representative (COR) for the administration of the following contract/order:

Contract Number: N00014-18-C-2046

For: Armored Reconnaissance Vehicle (ARV) Advanced

Technology Development

Name of Contractor: Osh Kosh HD LLC

Contract Period: 6 months

- 2. You are authorized by this designation to take action with respect to the following:
- a. Verify that the contractor performs the technical requirements of the contract in accordance with the contract terms, conditions and specifications.
- b. Perform acceptance for the Government of services performed under this contract. You are the designated Government Official to receive and accept invoices for payment (only for non-Cost contracts) via iRAPT. You are advised that invoices that you are required to review and accept shall be reviewed as to completeness, accuracy and in accordance with the contract as awarded and by signing the acceptance, you are attesting that the invoice is valid

and accurate.

- c. Maintain liaison and direct communications with the contractor. Written communications with the contractor and other documents pertaining to the contract shall be signed as "Contracting Officer's Representative" and a copy shall be furnished to the contracting officer.
- d. Monitor the contractor's performance; notify the contractor of deficiencies observed and direct appropriate action to effect correction. Record and report to the PCO incidents of faulty or nonconforming work, delays or problems.
- 3. You are not empowered to award, agree to or sign any contract (including delivery orders) or contract modifications or in any way obligate the payment of money by the Government. You may not take any action which may affect contract or delivery order schedules, funds or scope. The Procuring Contracting Officer (PCO) shall make all contractual agreements, commitments or modifications that involve price, quantity, quality, delivery schedules or other terms and conditions of the contract.
- 4. You may be personally and financially liable for unauthorized acts.
- 5. You may not re-delegate, re-designate or transfer your COR authority.
- 6. You must meet the qualification requirements established in this instruction for the specific type of standard (A, B or C).
- 7. This designation as a COR shall remain in effect through the life of the contract, unless revoked sooner in writing by the PCO. If you are to be reassigned or to be separated from Government service, you shall notify the PCO sufficiently in advance of reassignment or separation to permit timely selection and designation of a successor COR. If your designation is revoked for any reason before completion of this contract, turn your records over to the successor COR or obtain disposition instructions from the PCO.
- 8. You are required to maintain adequate records to sufficiently describe the performance of your duties as a

COR during the life of this contract and to dispose of such records as directed by the PCO. As a minimum, the COR file must contain the following:

- a. A copy of COR File Checklist, NAVONR 4205/3
- b. A copy of your letter of appointment from the PCO, or any amendments thereto.
- c. A copy of the contract or the appropriate part of the contract and all contract modifications.
- d. A copy of the applicable quality assurance surveillance plan (QASP). (Applies to Services Type contracts)
- e. All correspondence pertaining to this contract, including Memorandums of Record for meetings, contractor discussions, etc.
- f. The names and position titles of individuals who serve as Key Personnel on the contract. The PCO must approve all Key Personnel.
- g. A record of inspections performed and results (as applicable).
- h. Memoranda for record or minutes of any preperformance conferences (as applicable).
- i. Memoranda for record of minutes of any meetings and discussions with the contractor or others pertaining to the contract or contract performance.
- j. Documentation pertaining to your acceptance of performance of services, including reports and other data.
- 9. All Government personnel engaged in contracting and related activities shall conduct business dealings with industry in a manner above reproach in every aspect and shall protect the U.S. Government's interest, as well as maintain its reputation for fair and equal dealings with all contractors. DoD 5500.7-R sets forth standards of conduct for all personnel directly and indirectly involved in contracting.
- 10. A COR who may have direct or indirect financial

interest which would place the COR in a position where there is a conflict between the COR's private interests and public interests of the United States shall advise the supervisor and PCO of the conflict so the appropriate actions may be taken. COR's shall avoid the appearance of a conflict of interest to maintain public confidence in the U.S. Government's conduct of business with the private sector.

- 11. As a COR you must file an OGE Form 450 "Confidential Financial Disclosure Report". This form is used to report financial interests as well as other interests outside the Government. The purpose of this report is to assist employees in avoiding conflicts between duties and private financial interests or affiliations.
- 12. The letter of designation must be signed by the PCO and yourself. You and your supervisor should retain copies of the executed letter of designation. The original executed letter of designation must be retained in the PCO's contract file and your copy in the COR contract file. The executed letter of designation constitutes certification for performance of your responsibilities for the time period specified under the specific contract, task or delivery order. Your signature also serves as certification that you have read and understand the contents of DoD 5500.7-R.
- 13. If you have any questions regarding this nomination, please contact Mandy McCray, Contracts Specialist, at 703-696-2068, or e-mail at amanda.mccray@navy.mil.

(b) (6)

Contracting Officer

COR ACKNOWLEDGEMENT:

I have read, understand and shall comply with the COR Appointment Letter and the Joint Ethics Regulation DOD 5500.7R. I have completed and provided evidence of the required training.

I understand that the above duties will be added to my performance objectives and be evaluated during my rating period. I also understand that I do not have the authority to obligate the government.

COR Name: Jeff Bradel
Title: Program Officer, Code: 30
E-mail: jeff.bradel@navy.mil
Phone: 703-588-2552
(b) (6) Signature: (b) (6)
Date: 7/10/18

Note: Please sign one copy of this memorandum in the space provided, and return to the Contracting Officer/Contract Specialist, who will upload it into the CORT Tool.

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